

SPECIAL ORDINANCE NO. S- 29-90

1 AN ORDINANCE approving CONTRACT FOR
2 WATER POLLUTION CONTROL MAINTENANCE
3 BUILDING between WITWER CONSTRUCTION,
4 INC. and the City of Fort Wayne,
5 Indiana, in connection with the Board of
6 Public Works and Safety.

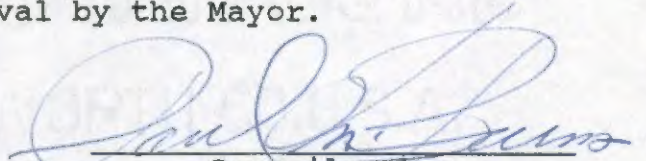
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the CONTRACT FOR WATER POLLUTION
10 CONTROL MAINTENANCE BUILDING by and between WITMER
11 CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in
12 connection with the Board of Public Works and Safety, for:

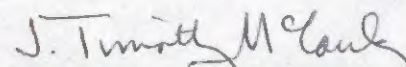
13 the total construction of said building
14 located at the northeast corner of
15 Wallace Street and Clay Street;

16 the Contract price is Eight Hundred Ninety-Six Thousand Four
17 Hundred and no/100 Dollars (\$896,400.00), all as more
18 particularly set forth in said Contract, which is on file in
19 the Office of the Board of Public Works and Safety and, is
20 by reference incorporated herein, made a part hereof, and is
21 hereby in all things ratified, confirmed and approved. Two
22 (2) copies of said Contract are on file with the Office of
23 the City Clerk and made available for public inspection,
24 according to law.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all
27 necessary approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
J. Timothy McCaulay, City Attorney



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the third day of January in the year of
Nineteen Hundred and ninety.

BETWEEN the Owner: Board of Public Works & Safety
(Name and address) City of Fort Wayne
City-County Building
Fort Wayne, Indiana 46802

and the Contractor: Witwer Construction, Inc.
(Name and address) 3636 Adams Center Road
Fort Wayne, Indiana 46806

The Project is: Water Pollution Control Maintenance Building
(Name and location)

The Architect is: MSKTD & Associates, Inc.
(Name and address) 1715 Magnavox Way
Fort Wayne, Indiana 46804

The Owner and Contractor agree as set forth below.

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ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Total construction of work described in the specifications and drawings dated October 6, 1989, for the Water Pollution Control Maintenance Building located at the northeast corner of Wallace Street and Clay Street, Fort Wayne, Indiana.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 154 calendar days after *(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

~~the start of construction.~~ final state and local approval and release of plans. Construction shall start at the earliest February 1, 1990, and at the latest April 1, 1990.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Eight hundred ninety-six thousand ~~five~~ hundred ninety-six and 00/100 Dollars (\$ 896,596.00 ^{100/100}), subject to additions and deductions as provided in the Contract Documents. TLA 1/3/90 (W)

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Base Bid

~~\$896,596.00~~

896,400

TLA

1/3/90

(W)

4.3 Unit prices, if any, are as follows:

Excavated Material	\$12.50/cubic yard
Engineered Fill	\$16.50/cubic yard
Removal of Debris	\$ 8.00/cubic yard

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten five TLA 1/3/90 percent (10 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten five TLA 1/3/90 percent (10 5 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (90 95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and TLA 1/3/90

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be deposited into an escrow account in accordance with an escrow agreement to be executed by the contractor and owner.

TLA 1/3/90

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 6, 1987, and are as follows:

Document	Title	Pages
	Refer to Supplementary Conditions - Table of Contents	See Attachment "A" (1 page)

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	Refer to Project Manual Table of Contents	See Attachment "B" (3 pages)

9.1.5 The Drawings are as follows, and are dated **October 6, 1989,** unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Preliminary Drawings		
T1.1	Title Sheet & Site Plan	10/6/89
A2.1	Floor Plan	10/6/89
A4.1	Elevations	10/6/89
MP2.1	Mechanical & Plumbing Plan	10/6/89

Final drawings will be developed by MSKTD & Associates, Inc. prior to commencement of construction and submitted to the owner and the contractor for review and approval.

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
D1	10/24/89	4 pages plus 2 pages attachments
D2	10/25/89	3 pages plus 6 pages attachments
D3	10/30/89	2 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

SUPPLEMENTARY CONDITIONSCONTENTSTITLE

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- Section 02070 - Selective Demolition
- Section 02110 - Site Clearing
- Section 02200 - Earthwork
- Section 02513 - Asphalt Concrete Paving
- Section 02520 - Portland Cement Concrete Paving
- Section 02900 - Landscape Work

DIVISION 3 - CONCRETE

- Section 03310 - Concrete Work

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DIVISION 5 - METALS

- Section 05300 - Metal Decking
- Section 05500 - Metal Fabrications

DIVISION 6 - WOOD AND PLASTICS

- Section 06402 - Interior Architectural Woodwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- Section 07200 - Insulation
- Section 07510 - Built-Up Asphalt Roofing System
- Section 07620 - Metal Fascia and Copings
- Section 07900 - Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

- Section 08000 - Door and Frame Schedule
- Section 08110 - Steel Doors and Frames
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SUPPLEMENTARY CONDITIONS

General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition, is a part of the Contract Documents. The following Supplementary General Conditions are to modify or add conditions to the standard AIA document. In case of conflict, the Supplementary Conditions shall govern. Where any part of the AIA General Conditions remain unaltered or not referred to herein, the unaltered provisions shall remain in effect.

1. ARTICLE 1 - GENERAL PROVISIONS

- a. Article 1.1 - Basic Definitions: Revise the first sentence of paragraph 1.1.1, as follows;

The Contract Documents consist of the Agreement between Owner and Contractor, the Conditions of the Contract (General, Supplementary and other conditions), (Performance Bond, Labor and Material Payment Bond), Drawings, the Specifications, all Addenda issued prior to execution of the Contract, and all modifications thereto.

- b. Article 1.1 - Basic Definitions: Add the following paragraph:

1.1.6.1 Each section of the contract specifications shall be governed by the requirements and provisions of the rest of the contract documents including the Drawings, General, Supplemental and other Conditions, all addenda and modifications issued after execution of the contract.

- c. Article 1.1 - Basic Definitions: Add the following new paragraphs:

1.1.8 The term "product" shall mean to include material, systems, and equipment.

1.1.9 The term "contractor" shall mean each prime contractor unless specifically stated otherwise.

- d. Article 1.3 - Ownership and Use of Architect's Drawings, Specifications, and Other Documents: Add the following Paragraph:

1.3.2 - All Drawings, Specifications, and related documents prepared by the Contractor specifically for the Project shall become the property of the Owner.

2. ARTICLE 2 - OWNER

- a. Article 2.1 - Definition: Add the following Subparagraphs:

2.1.1.1 As used herein and elsewhere in the Contract Documents, the term "Owner" shall mean Board of Public Works and Safety, City of Fort Wayne. Except as otherwise specifically provided, all matters pertaining to the Work required under this Contract will be handled for and on behalf of the Owner.

3. ARTICLE 3 - CONTRACTOR

- a. Article 3.4 - Labor and Materials: Add Paragraphs 3.4.3, 3.4.4, 3.4.5, and 3.4.6 as follows:

3.4.3 Materials shall conform to manufacturer's standards in effect at the date of issuance of the proposed Contract Documents and shall be installed in strict accordance with manufacturer's directions.

3.4.4 Where the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations and other statutory provisions pertaining to the Work, or above the quality of normal construction or trade standards, such Work shall be performed and completed by the Contractor in accordance with the Contract documents.

3.4.5 Immediately after the issuance of a Letter of Intent or the award of the Contract for the Work to the Contractor, and prior to the first Request for Payment, the contractor shall submit to the Owner and the Architect a schedule indicating the name of manufacturers of all material and equipment which he and his Subcontractors propose for use in the Work. No material or equipment shall be ordered until acceptance of the manufacturer is received from the Owner and the Architect.

3.4.6 Identifying Markings: Where the manufacturer's name, patent numbers, Underwriter's labels, model numbers, or similar identifying marks are required, locate such markings as inconspicuously

as possible. In no case will such marks be acceptable as part of basic design.

b. Article 3.5 - Warranty: Add the following new paragraphs:

- 3.5.2 The Contractor shall Warrant that all materials and workmanship of all of the Work of the Contract will be serviceable, satisfactory, and will perform dependably, without excessive or unusual maintenance or care, the functions for which it was designed for a period of at least one year from the date of Substantial Completion, and for such longer periods and special requirements as may be specified for individual types of materials, equipment, or Work, under individual Sections of the Specifications. Such warranty is in addition to and independent of any warranty or guarantee of any Subcontractor, Supplier, or Manufacturer.
- 3.5.4 If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Architect, is rendered necessary as the result of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of this contract, the Contractor shall promptly upon receipt of notice from the Owner place in satisfactory condition in every particular all of such guaranteed work correct all defects therein; and make good all damage to the building or site, or equipment, or contents thereof which, in the opinion of the Architect, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 3.5.5 In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Architect and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 3.5.6 In the event any of the equipment specified, supplied and installed under this contract should fail to produce capacities or meet design specifications as published or warranted by the

manufacturer of the equipment involved, the Contractor shall remove and replace such equipment with equipment that will meet requirements without cost to the Owner.

3.5.7 Commence any work required hereunder within seven (7) working days after receipt of written notice to do so by the Owner. If he shall fail or neglect to do so or to complete the fulfillment of his obligations hereunder within thirty (30) days of receipt of said notice or such longer period as may be authorized by the Owner, the Owner shall have the right to perform all or any part of the Work or employ another person to do all or part of such Work and charge the expense thereof to the Contractor.

3.5.8 Refer to Section 01740 of Division 1 "Warranties."

c. Article 3.6 - Taxes: Add the following Paragraph:

3.6.2 The Contractor shall pay all unemployment, social security, and other such taxes imposed by local, state, or federal government.

3.6.3 The Owner is not subject to Indiana Retail Sales Tax or to Federal Excise Tax, and therefore, these taxes should not be included in the Contractor's bid.

Exemption Certificates for these taxes will be furnished by the Owner. Owner's Exemption Certificate is No. 356001255 0013.

4. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

a. Article 4.1 - Architect: Add Subparagraphs:

4.1.1.1 Architect - As used herein and elsewhere in the Contract Documents, the term "Architect" shall mean MSKTD & Associates, 1715 Magnavox Way, Fort Wayne, Indiana 46804, acting individually or through any agents, consultants, or representatives duly authorized to act in his behalf.

5. ARTICLE 5 - SUBCONTRACTORS

- a. Article 5.2 - Award of Subcontractors and Other Contracts for Portions of the Work: Add the following sentence to end of paragraph 5.2.1:

"Submit the list of names of Subcontractors on AIA Form G805."

6. ARTICLE 8 - TIME

- a. Article 8.1 - Definitions: Delete Paragraphs 8.1.4 and 8.1.5 and substitute the following:

8.1.4 Day: As used herein and elsewhere in the Contract Documents, the term "day" shall mean a calendar day of 24 hours beginning at 12:00 midnight. The term "working day" shall mean any calendar day except Saturdays, Sundays, and Legal Holidays at the place of construction.

8.1.5 Date of final Completion: As used herein and elsewhere in the Contract Documents, the term "Date of Final Completion" shall mean the date of the Final Certificate of Payment as described in 9.10.

7. ARTICLE 9 - PAYMENTS AND COMPLETION

- a. Article 9.2 - Schedule of Values: Add the following sentence to paragraph 9.2.1:

"The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet."

- b. Article 9.3 - Applications for Payment: Add the following paragraphs:

9.3.4 Applications for Payment shall be submitted to the Architect by the Contractor and Certificates for Payment thereby issued by the Architect to the Owner for progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the first day of each month, Applications for Payment shall be submitted based on 90 percent of the proportion of the Contract Sum properly allocatable to labor, materials and equipment incorporated in the work and

90 percent of the portion of the Contract Sum properly allocatable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the 10 days prior to the date on which the Application for Payment is submitted.

All retainage will be subject to the standard Board of Public Works and Safety's escrow agreement.

Upon Substantial Completion of the entire work, an Application for Payment shall be submitted based on a sum sufficient to increase the total payments to 95 percent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete work and unsettled claims.

An Application for Final Payment shall be submitted 45 days after Substantial Completion of the work unless otherwise stipulated in the Certificate of Substantial Completion provided the work has then been completed and the Contract fully performed.

9.3.5 With each Application for Payment, the Contractor shall furnish a statement under oath that all payrolls, material bills, and other indebtedness connected with the work have been paid and this shall constitute satisfactory evidence of payment; however, the Owner may require of the Contractor additional evidence of the payment of said indebtedness before making final payment.

9.3.6 Payments will be made within thirty (30) days of the receipt of request, certificate and application of payment.

8. ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

a. Article 10.2 - Safety of Persons and Property: Add the following paragraph:

10.2.8 The Contractor shall confine his work, storage of materials, to an area adjacent to the construction site to be designated by the Owner.

b. Article 10.3 - Emergencies: Add the following Paragraph:

10.3.2 The Contractor, subcontractor or other party present at the site shall immediately inform the Owner of all emergencies.

c. Add the following article:

10.4 Occupational Safety and Health Acts

10.4.1 These construction documents and the joint and several phases of construction hereby contemplated are to be governed at all times by the applicable provisions of the state and federal laws including, but not limited to, the latest amendments of the following:

.1 Indiana Occupational Safety and Health Act of 1971 IC 1971, 22-8-1-1.1, and

.2 Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 81-596; Part 1910-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; Part 1518-Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

10.4.2 Contractor shall assume full responsibility for health and safety at the construction site, including, but not limited to, the above-mentioned laws and regulations.

9. ARTICLE 11 - INSURANCE AND BONDS

11.4 Article 11.4 - Performance Bond and Labor and Material Payment Bond: Add the following for paragraph.

11.4.3 The Contractor shall furnish at the time of signing of the Contract at the Owner's discretion, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this contract and also a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by state, territorial, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance Bond and Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law. The Contractor will be responsible for payment of such bonds as a part of the Contract.

11.5 General

- 11.5.1 The Contractor shall not commence work under this contract until he has obtained all insurance required as hereinafter specified and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies expiring on a fixed date before final acceptance of the project must be renewed and evidence of such renewal submitted to the Owner before such date.

11.6 Compensation and Occupational Disease Insurance

- 11.6.1 The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation and Occupational Disease Insurance, Employers Liability, for all of his employees employed at the site of the project, in full compliance with the statutes of the project, in full compliance with the statutes of Indiana applicable thereto, and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Occupational Disease Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide insurance coverage equal to that provided under the Workmen's Compensation statute for the protection of his employees not otherwise protected.
- 11.6.2 Workmen's Compensation and Employer's Liability Insurance in amounts sufficient, in the opinion of the Contractor, the Owner, and the Architect, to protect the Owner, the Architect, the Contractor and the Subcontractors from all liability for bodily injury, sickness, or disease (including death resulting at any time therefrom) of any of their employees, including all liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

11.7 Public Liability Insurance

- 11.7.1 The Contractor shall take out and maintain during the life of this contract Comprehensive General Liability, including Personal Injury and Property Damage Liability Insurance (construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from any operation under this contract), including Completed Operations Insurance, and Comprehensive Automobile Insurance, as shall protect him for work covered by this contract from claims for damages for personal injury or property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly employed by either of them and the amounts of such insurance shall be:

Comprehensive General Liability and Property Damage Insurance in any amounts required by the Owner and by the Architect, but not less than \$300,000 per person, \$500,000 per occurrence for bodily injury, and \$300,000 per occurrence for property damage, as protection against all risks of damage to or destruction of property; or bodily injury, sickness, or disease (including death resulting at any time therefrom) of persons, wherever located, resulting from any act, omission, or operation under this Contract or in connection with the work thereunder.

General Contractor agrees to continue Completed Operations coverage for one year after the work is accepted by the Owner. Comprehensive General Liability shall include coverage on: Premises, Operations, Independent Contractors (Protective Liability), Products and Completed Operations, Contractual Liability as may be assumed and insurable under this contract. There shall be no exclusions for special hazards under Property Damage for "c," collapse caused by grading or excavation; "u," underground property; "x," explosion or blasting.

- 11.7.2 Contractor shall provide Comprehensive Automobile Liability Insurance, including property damage, covering all owned or rented equipment used in connection with the work to be performed under this Contract, in the minimum amounts of \$300,000 per person, \$500,000 per occurrence for bodily injury

(including death resulting at any time therefrom), and \$300,000 per occurrence for property damage.

- 11.7.3 In addition to the above, each Prime Contractor will be required to verify that he carries an Umbrella or Blanket Excess Liability insurance coverage in an amount not less than \$2,000,000.
- 11.8 Subcontractors' Insurance
 - 11.8.1 Contractor shall require all his subcontractors to effect and maintain, during the entire period of performance and until completion of the subcontract, Insurance in same kind and limits as Contractor's insurance.
- 11.9 Proof of Carriage
 - 11.9.1 The Contractor shall furnish the Owner certificates of insurance required. Such certificates shall provide for not less than thirty (30) days' notice of cancellation or material change.
- 11.10 All risks of Physical Loss (Including Fire and Extended Coverage)
 - 11.10.2 The General Contractor at his own expense shall provide fire and extended coverage insurance protection for materials and equipment belonging to the Contractor which is not to be worked into the building, and the Owner assumes no responsibility for fire and extended coverage or loss on such scaffolding, equipment or materials which are not to be worked into the building. During the entire construction period, the General Contractor shall provide extinguishers of the type for the intended protection as approved by NFPA and OSHA and shall provide such extinguisher in each construction shed and temporary office, as well as in other locations as reasonably required, and all other fire protection reasonably required, to properly protect the project, and to comply fully with the requirements of insurance underwriters for the project and municipal county and state authorities.

10. ARTICLE 13 - MISCELLANEOUS PROVISIONS

a. Article 13.5 - Tests and Inspections: Add the following Paragraphs:

- 13.5.7 At any time, the Owner or Architect may request satisfactory evidence that materials, supplies, or equipment conform to all requirements of all Contract Documents.
- 13.5.8 When so directed by the Owner, the Contractor shall deliver test samples of any materials or Work under the Contract to a designated independent testing agency.

b. Add the following articles:

Article 13.8 - Code Compliance:

- 13.8.1 All building construction work, and mechanical installations and appliances connected therewith shall comply with all State building Rules and Regulations, local ordinances, and such other statutory provisions pertaining to this class of work, such rules and regulations and local ordinances to be considered as part of these specifications. All contractors entering into contract agreements with the Owner shall be held entirely responsible for knowledge of all such ordinances and regulations, for compliance with them, and for properly notifying the Architect of any deviation in the drawings and specifications from such rules and regulations.

c. Article 13.9 - Owner Audit:

- 13.9.1 The Contractor shall maintain all pertinent accounting records of his costs and those of his Subcontractors on a generally recognized accounting basis, including all supporting vouchers, cancelled checks, purchase orders, time records, and similar data as required to substantiate an expenditure, on the following:
 - (a) Changes in the Work performed on a "Cost Plus" basis.
 - (b) Suspension of Operations.
 - (c) Termination of the Contract.
 - (d) Wherever Contractor's costs and expenses are subject to audit by the Contract Documents.
- 13.9.2 Said accounting records shall be subject to audit by the Owner, and said records shall be available to

Owner or his authorized representative at mutually convenient times.

11. ARTICLE 15 - AFFIRMATIVE ACTION (NEW ARTICLE)

a. Article 15.1 - Equal Employment Opportunity:

15.1.1 Contractor shall have on file and comply with the City of Fort Wayne Affirmative Action Program.

15.1.2 During the performance of this contract, the Contractor agrees as follows:

"The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor also agrees that applicants are and will be treated in all matters, including (but not limited to) rates of pay, promotion, and transfer, without regard to their race, religion, color, sex, or national origin."

We, the undersigned committee, being appointed to prepare a schedule of prevailing wages to be paid in connection with MISCELLANEOUS CONSTRUCTION PROJECTS DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER 1989

BOARD OF PUBLIC WORKS

in compliance with the provisions of CHAPTER #319 of the acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades, to wit:

CLASSIFICATION

CLASS HOURLY RATE FRINGE BENEFITS

ASBESTOS WORKERS	SKILLED	\$18.61	\$4.01
ASBESTOS REMOVER - COMPETENT PERSON	SKILLED	\$18.61	\$4.01
ASBESTOS REMOVER	SKILLED	\$ 8.84	\$2.51
BOILERMAKERS	SKILLED	\$20.555	\$4.13
BRICKLAYERS	SKILLED	\$18.20	\$3.29
CARPENTERS	SKILLED	\$16.65	\$3.07
CEMENT MASONS - ROAD RATE	SKILLED	\$14.30	\$2.65
CEMENT MASONS -	SKILLED	\$14.55	\$2.40
DRYWALL TAPER	SKILLED	\$14.30	\$3.53
ELECTRICIAN	SKILLED	\$18.90	\$4.13
ELEVATOR CONSTRUCTORS	SKILLED	\$19.18	\$4.77
GLAZIERS	SKILLED	\$17.19	\$2.33
IRONWORKERS	SKILLED	\$14.85	\$7.98
LABORERS CATEGORY I	I	\$13.05	\$2.89
LABORERS CATEGORY II	II	\$13.25	\$2.89
LABORERS CATEGORY III	III	\$13.35	\$2.89
LABORERS CATEGORY IV	IV	\$11.55	\$2.89
LATHER	SKILLED	\$16.65	\$3.07
MILLWRIGHT & PILEDRIVER	SKILLED	\$17.05	\$3.07
OPERATING ENGINEERS GROUP I	I	\$17.95	\$3.77
OPERATING ENGINEERS GROUP II	II	\$17.00	\$3.77
OPERATING ENGINEERS GROUP III	III	\$14.00	\$3.77
OPERATING ENGINEERS GROUP IV	IV	\$11.70	\$3.77

PAINTERS - BRUSH & ROLLER	SKILLED	\$14.30	\$3.53
PAINTERS - SPRAY & SANDBLAST	SKILLED	\$15.30	\$3.53
PLASTERER	SKILLED	\$14.83	\$2.40
PLUMBER & STEAMFITTERS	SKILLED	\$20.28	\$3.84
TILE, TERRAZZO & MARBLE MECH.	SKILLED	\$17.07	\$.50
TILE, MARBLE, TERRAZZO & MOSIAC	SKILLED	\$13.80	
TERRAZZO, GRINDER, FINISHER HELPER	SKILLED	\$14.10	
ROOFERS	SKILLED	\$16.10	\$1.50
SHEET METAL WORKERS	SKILLED	\$17.66	\$5.00
SPRINKLER FITTERS	SKILLED	\$19.25	\$3.92
TEAMSTERS - UNDER 3 TONS	SKILLED	\$16.00	\$127.50 per week
TEAMSTERS - OVER 3 TONS	SKILLED	\$16.10	\$127.50 per week
TEAMSTERS - TRUCK DRIVER EUCLID/EARTHMOVER	SKILLED	\$16.30	\$127.50 per week

The wage rates as set forth by the Committee are the minimum and shall not prevent the Contractor or Sub-Contractor from paying a higher rate of wage.

Stipulation as to the employment of apprentices: Apprentices will be permitted to work at less than the predetermined rate for the classification of work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. Their wage rate will be their individual warranted percentage of the herein listed skilled classification prevailing wage rate. Apprentices shall be permitted to work only as the ratio to journeymen in the apprenticeship program standards state.

James K. Wilder
Representing the Governor of Indiana

Chuck Bailey
Representing the Awarding Agent

Thomas A. Brennan
Representing the State AFL-CIO

ated this 23 DAY OF JUNE, 1989

SECTION 01000 - CONSTRUCTION DRAWINGS

PART 1 - DRAWING INDEX

The following drawings forms an integral part of these Contract Documents in addition to the details and written material within these specifications.

- T1.1 TITLE SHEET AND SITE PLAN
- A2.1 FLOOR PLAN
- A4.1 ELEVATIONS
- MP2.1 MECHANICAL AND PLUMBING PLAN

END OF SECTION 01000

MSKTD
& Associates, Inc.
ARCHITECTS ENGINEERS INTERIOR DESIGNERS

December 13, 1989

Mr. Kyle Witwer
Witwer Construction, Inc.
3636 Adams Center Road
Fort Wayne, IN 46806-1579

RE: Water Pollution Control Maintenance Building
Project No. 88757

Dear Kyle:

Enclosed are three copies of the Standard Form of Agreement Between Owner and Contractor for your review and signature. Please return three signed copies to our office for the owner's signature. The date will be typed on the contracts prior to the city's signature.

If you have any questions, please call.

Sincerely,

MSKTD & ASSOCIATES, INC.



Allen C. Sheldon, AIA, PE

ACS/jbf

Enclosures

cc: GEV
File 10.1

SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

DESCRIPTION OF REQUIREMENTS:

Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.

Types of allowances scheduled herein for the work include:

Design fee.
Exterior signage.

Design Fees:

MSKTD will be the design firm responsible for developing the final design, construction documents, and specifications, along with administering the construction documents during construction of the project. An allowance shall be part of the Base Bid in the amount of \$72,000.00 for the design fee. This covers all architectural, engineering, interior design services, and reimbursable expenses such as printing costs and state filing fees.

Exterior Signage:

An allowance shall be part of the Base Bid in the amount of \$2,000.00 for exterior signage.

END OF SECTION 01020

SECTION 01026 - UNIT PRICES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for unit prices.

A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

Unit prices include all necessary material, overhead, profit and applicable taxes.

Refer to individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.

The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

UNIT PRICE SCHEDULE

Item No. 1 - Removal of Debris:

Description: Removal of compacted rubble fill and debris buried on site to an off-site landfill. Price is to include all costs for excavation to maximum 10' depth below striped site elevation, hauled off site and disposed of in an acceptable manner.

Unit of Measurement: Cubic yard.

Item No. 2 - Engineered Fill:

Description: Replacement of excavated material with an acceptable fill material, compacted to specified densities. Price is to include cost of fill, hauling, and placement.

Unit of Measurement: Cubic yard.

END OF SECTION 01026

SECTION 01027 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

SCHEDULE OF VALUES

Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- Contractor's construction schedule.
- Application for Payment form.
- List of subcontractors.
- Schedule of allowances.
- Schedule of alternates.
- List of products.
- List of principal suppliers and fabricators.
- Schedule of submittals.

Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

Identification: Include the following Project identification on the Schedule of Values:

- Project name and location.
- Name of the Architect.

Project number.
Contractor's name and address.
Date of submittal.

Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

Generic name.
Related Specification Section.
Name of subcontractor.
Name of manufacturer or fabricator.
Name of supplier.
Change Orders (numbers) that have affected value.
Dollar value.
Percentage of Contract Sum to the nearest one-hundredth percent,
adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

APPLICATIONS FOR PAYMENT:

Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Each progress payment date is as indicated in the Agreement; if not agreed upon, then as directed by Architect. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Transmittal: Submit 3 executed originals of each Application for Payment to the Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.

Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

List of subcontractors.
List of principal suppliers and fabricators.
Schedule of Values.
Contractor's Construction Schedule (preliminary if not final).
Schedule of principal products.
Schedule of unit prices.
Submittal Schedule (preliminary if not final).
List of Contractor's staff assignments.
List of Contractor's principal consultants.
Copies of building permits
Copies of authorizations and licenses from governing authorities for performance of the Work.
Initial progress report.
Report of pre-construction meeting.
Certificates of insurance and insurance policies.

Performance and payment bonds (if required).
Data needed to acquire Owner's insurance.
Initial settlement survey and damage report, if required.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

Occupancy permits and similar approvals.
Warranties (guarantees) and maintenance agreements.
Test/adjust/balance records.
Maintenance instructions.
Meter readings;.
Start-up performance reports.
Change-over information related to Owner's occupancy, use, operation and maintenance.
Final cleaning.
Application for reduction of retainage, and consent of surety.
Advice on shifting insurance coverages.
Final progress photographs.
List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

Completion of Project closeout requirements.
Completion of items specified for completion after Substantial Completion.

Assurance that unsettled claims will be settled.
Assurance that Work not complete and accepted will be completed
without undue delay.
Transmittal of required Project construction records to Owner.
Certified property survey.
Proof that taxes, fees and similar obligations have been paid.
Removal of temporary facilities and services.
Removal of surplus materials, rubbish and similar elements.
Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

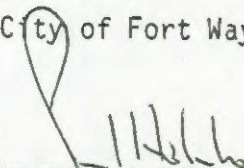
9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

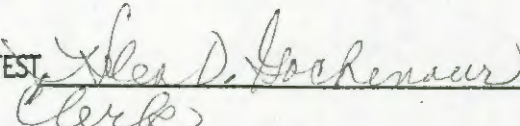
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

City of Fort Wayne


Paul Helmke, Mayor

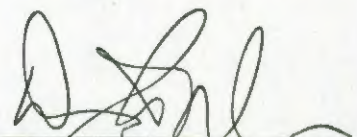
ATTEST


Clerk

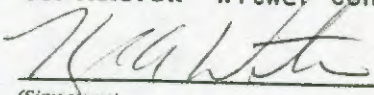
BOARD OF PUBLIC WORKS & SAFETY


Charles E. Layton
Director of Public Works

Michael McAlexander
Director of Public Safety


Douglas M. Lehman
Director of Administration & Finance

CONTRACTOR Witwer Construction, Inc.


(Signature)
Kyle A. Witwer, President
(Printed name and title)

TITLE OF ORDINANCE Contract for Water Pollution Maintenance BuildingDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE The Contract for Water Pollution Control Maintenance Building

is for the total construction of said building located at the northeast
corner of Wallace Street and Clay Street. Witwer Construction, Inc., is the
contractor.

S-90-0617

EFFECT OF PASSAGE New building for Water Pollution Control Maintenance

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$896,400.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-90-01-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

[Handwritten signature]

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT FOR
WATER POLLUTION CONTROL MAINTENANCE BUILDING between WITNER
CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			

DATED: 1-22-90

Sandra E. Kennedy
City Clerk

Read the first time in full and on motion by Burns, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 1-9-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-23-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-29-90
on the 23rd day of January, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of January, 1990 at the hour of 11:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of January, 1990, at the hour of 3:45 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR